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**UNITED STATES DISTRICT COURT**  
**NORTHERN DISTRICT OF GEORGIA**

3 JACQUELINE WILSON,  
4 Plaintiff,  
5 v.  
6 CITIBANK, N.A.; EXPERIAN  
7 INFORMATION SOLUTIONS, INC.,  
8 and TRANSUNION LLC,  
9 Defendants.

Case No.:

Complaint for Damages:  
Violation of Fair Credit  
Reporting Act

10 Plaintiff, Jacqueline Wilson, by and through undersigned counsel, upon  
11 information and belief, hereby complains as follows:

12                   **I. INTRODUCTION**

13         1. This action arises out of Defendants' violations of the Fair Credit Reporting  
14 Act ("FCRA") whereby Plaintiff discovered inaccurate information reporting on her  
15 consumer credit reports, disputed that inaccurate information, and Defendants willfully  
16 or negligently refused to correct the inaccurate information on Plaintiff's consumer  
17 credit report, damaging Plaintiff.

19                   **II. PARTIES**

20         2. Plaintiff is, and was at all times hereinafter mentioned, a resident of the  
21 County of Clayton, Georgia.

22         3. At all times pertinent hereto, Plaintiff was a "consumer" as that term is  
23 defined by 15 U.S.C. §1681a(3).

24         4. Defendant, Citibank, N.A. ("Citibank") is and at all times relevant hereto  
25 was, a lending institution regularly doing business in the State of Georgia.

26         5. At all times pertinent hereto, Defendant Citibank is a "person" as that term  
27 is defined in 15 U.S.C. §1681a(b) and also a "furnisher" of credit information as that

1 term is described in 15 U.S.C. §1681s-2 *et seq.*

2 6. Defendant Citibank was at all relevant times engaged in the business of  
3 attempting to collect a “debt” from Plaintiff, as defined by 15 U.S.C. § 1692a(5).

4 7. Defendants Citibank is a “debt collector” as defined by 15 U.S.C. §  
5 1692a(6).

6 8. Defendant Experian Information Solutions, Inc. is a corporation existing  
7 under the laws of Georgia.

8 9. Defendant, Experian Information Solutions, Inc. (“Experian”), is a credit  
9 reporting agency, licensed to do business in Georgia.

10 10. Defendant Experian is, and at all times relevant hereto was, regularly doing  
11 business in the State of Georgia.

12 11. Experian is regularly engaged in the business of assembling, evaluating, and  
13 disbursing information concerning consumers for the purpose of furnishing consumer  
14 reports, as defined in 15 U.S.C. §1681a(d), to third parties.

15 12. Experian furnishes such consumer reports to third parties under contract for  
16 monetary compensation.

17 13. At all times pertinent hereto, Defendant Experian was a “person” and  
18 “consumer reporting agency” as those terms are defined by 15 U.S.C. §1681a(b) and (f).

19 14. Defendant, TransUnion LLC (“TransUnion”), is a credit reporting agency,  
20 licensed to do business in Georgia.

21 15. Defendant TransUnion is, and at all times relevant hereto was, regularly  
22 doing business in the State of Georgia.

23 16. TransUnion is regularly engaged in the business of assembling, evaluating,  
24 and disbursing information concerning consumers for the purpose of furnishing consumer  
25 reports, as defined in 15 U.S.C. §1681a(d), to third parties.

26 17. TransUnion furnishes such consumer reports to third parties under contract  
27 for monetary compensation.

28 18. At all times pertinent hereto, Defendant TransUnion was a “person” and

1 “consumer reporting agency” as those terms are defined by 15 U.S.C. §1681a(b) and (f).

2

### 3 III. JURISDICTION AND VENUE

4 19. This Court has jurisdiction over this action pursuant to 15 U.S.C. §1681p,  
5 15 U.S.C. §1692k(d), and 28 U.S.C. §1331.

6 20. Venue is proper in this district pursuant to 28 U.S.C. §1391(b).

7 21. Personal jurisdiction exists over Defendants as Plaintiff resides in Georgia,  
8 Defendants have the necessary minimum contacts with the state of Georgia, and this suit  
9 arises out of specific conduct with Plaintiff in Georgia.

10

### IV. FACTUAL ALLEGATIONS

11 22. Plaintiff is a consumer who is the victim of inaccurate reporting by  
12 Defendants Citibank, Experian and TransUnion (collectively, “Defendants”), and has  
13 suffered particularized and concrete harm.

14 23. Equifax, Experian and TransUnion are the three largest consumer reporting  
15 agencies (“CRAs”) as defined by 15 U.S.C. §1681a(f).

16 24. The CRAs’ primary business is the sale of consumer reports (commonly  
17 referred to as “credit reports”) to third parties and consumers.

18 25. Experian, Equifax and TransUnion have a duty, under the FCRA, to follow  
19 reasonable procedures to ensure that the consumer reports they sell meet the standard of  
20 “maximum possible accuracy.” 15 U.S.C. §1681e(b).

21 26. Plaintiff discovered the Citibank account SEARS/CBNA #51210723\*\*\*\*  
22 on her Experian and TransUnion consumer reports in error (the “Account”).

23 27. The Account does not belong to the Plaintiff.

24 28. Plaintiff filed a Federal Trade Commission Identity Theft Report under  
25 penalty of perjury, reporting the fraudulent information associated with the Account for  
26 investigation and prosecution.

27 29. The Defendants continue erroneously to report the Account with balance  
28 due and owing inclusive of late fees and penalties, and a derogatory status to Experian

1 and TransUnion which are CRAs and which report accounts on Plaintiff's consumer  
2 reports that do not belong to the Plaintiff.

3 30. The false information regarding the Account appearing on Plaintiff's consumer  
4 reports harms the Plaintiff because it does not accurately depict Plaintiff's  
5 credit history and creditworthiness and overstates credit utilization.

6 **PLAINTIFF'S WRITTEN DISPUTE**

7 31. On or about August 22, 2023, Plaintiff sent a written dispute to Experian  
8 ("Experian Dispute"), disputing the inaccurate information regarding Account reporting  
9 on Plaintiff's consumer report.

10 32. On or about August 22, 2023, Plaintiff sent a written dispute to TransUnion  
11 ("TransUnion Dispute"), disputing the inaccurate information regarding the Account  
12 reporting on Plaintiff's consumer reports.

13 33. Upon information and belief Experian and TransUnion forwarded  
14 Plaintiff's Disputes (collectively the "Dispute Letters") to Defendant Citibank.

15 34. Upon information and belief, Citibank received notification of Plaintiff's  
16 Dispute Letters from Experian and TransUnion.

17 35. Upon information and belief, Citibank verified the erroneous information  
18 associated with the Account to Experian and TransUnion.

19 36. Citibank failed to conduct an investigation, contact Plaintiff, contact third-  
20 parties, or review underlying account information with respect to the disputed  
21 information and the accuracy of the Account.

22 37. Experian and TransUnion each did not conduct an investigation, contact  
23 Plaintiff, contact third-parties, or review underlying account information with respect to  
24 the disputed information and the accuracy of the Account.

25 38. Upon information and belief, Citibank failed to instruct Experian and  
26 TransUnion to remove the false information regarding the Account reporting on  
27 Plaintiff's consumer reports.

28 39. Experian and TransUnion employed an investigation process that was not

reasonable and did not remove the false information regarding the Account identified in Plaintiff's Dispute Letters.

3       40. At no point after receiving the Dispute Letters did Citibank, Experian, or  
4 TransUnion communicate with Plaintiff to determine the veracity and extent of  
5 Plaintiff's Dispute Letters.

6       41. Experian and TransUnion relied on their own judgment and the information  
7 provided to them by Citibank rather than grant credence to the information provided by  
8 Plaintiff.

9           42. The Plaintiff was denied credit and/or refrained from needed credit  
10 applications due to the erroneous information associated with the Account.

11           43. Plaintiff has lost time working to resolve the adverse information associated  
12 with the Account to prevent harm.

## COUNT I – EXPERIAN

## **FAIR CREDIT REPORTING ACT VIOLATION – 15 U.S.C. §1681e(b)**

16           44. Plaintiff re-alleges and reaffirms the above paragraphs 1-43 as though fully  
17 set forth herein.

18        45. After receiving the Experian Dispute, Experian failed to correct the false  
19 information regarding the Account reporting on Plaintiff's Experian consumer report.

20        46. Defendant Experian violated 15 U.S.C. §1681e(b) by failing to establish or  
21 to follow reasonable procedures to assure maximum possible accuracy in the preparation  
22 of the credit reports and credit files Defendant Experian published and maintained  
23 concerning Plaintiff.

24       47. As a result of this conduct, action and inaction of Defendant Experian,  
25 Plaintiff suffered damage, and continues to suffer, actual damages, including economic  
26 loss, damage to reputation, emotional distress, and interference with Plaintiff's normal  
27 and usual activities for which Plaintiff seeks damages in an amount to be determined by  
28 the trier of fact.

1       48.    Defendant Experian's conduct, action, and inaction were willful, rendering  
2 Defendant Experian liable to Plaintiff for punitive damages pursuant to 15 U.S.C.  
3 §1681n.

4        49. In the alternative, Defendant Experian was negligent, entitled Plaintiff to  
5 recover damages under 15 U.S.C. §1681o.

6       50. Plaintiff is entitled to recover costs and attorneys' fees from Defendant  
7 Experian, pursuant to 15 U.S.C. §1681n and/or §1681o.

## **COUNT II – EXPERIANCE**

## **FAIR CREDIT REPORTING ACT VIOLATION – 15 U.S.C. §1681i**

11        51. Plaintiff re-alleges and reaffirms the above paragraphs 1-43 as though fully  
12 set forth herein.

13        52. After receiving the Experian Dispute, Experian failed to correct the false  
14 information regarding the Account reporting on Plaintiff's Experian consumer report.

15        53. Defendant Experian violated 15 U.S.C. §1681i by failing to delete  
16 inaccurate information in Plaintiff's credit files after receiving actual notice of such  
17 inaccuracies, by failing to conduct lawful reinvestigations, and by failing to maintain  
18 reasonable procedures with which to filter and verify disputed information in Plaintiff's  
19 credit files.

20       54. As a result of this conduct, action and inaction of Defendant Experian,  
21 Plaintiff suffered damage, and continues to suffer, actual damages, including economic  
22 loss, damage to reputation, emotional distress and interference with Plaintiff's normal  
23 and usual activities for which Plaintiff seeks damages in an amount to be determined by  
24 the trier of fact.

25        55. Defendant Experian's conduct, action, and inaction were willful, rendering  
26        Defendant liable to Plaintiff for punitive damages pursuant to 15 U.S.C. §1681n.

27       56. In the alternative, Defendant Experian was negligent, entitling Plaintiff to  
28 recover damages under 15 U.S.C. §1681o.

1       57. Plaintiff is entitled to recover costs and attorneys' fees from Defendant  
2 Experian pursuant to 15 U.S.C. §1681n and/or §1681o.

## COUNT III – TRANSUNION

## **FAIR CREDIT REPORTING ACT VIOLATION – 15 U.S.C. §1681e(b)**

6       58. Plaintiff re-alleges and reaffirms the above paragraphs 1-43 as though fully  
7 set forth herein.

8        59. After receiving the TransUnion Dispute, TransUnion failed to correct the  
9 false information regarding the Account reporting on Plaintiff's TransUnion consumer  
10 report.

11        60. Defendant TransUnion violated 15 U.S.C. §1681e(b) by failing to establish  
12 or to follow reasonable procedures to assure maximum possible accuracy in the  
13 preparation of the credit reports and credit files Defendant TransUnion published and  
14 maintained concerning Plaintiff.

15        61. As a result of this conduct, action and inaction of Defendant TransUnion,  
16 Plaintiff suffered damage, and continues to suffer, actual damages, including economic  
17 loss, damage to reputation, emotional distress, and interference with Plaintiff's normal  
18 and usual activities for which Plaintiff seeks damages in an amount to be determined by  
19 the trier of fact.

20       62. Defendant TransUnion's conduct, action, and inaction were willful,  
21 rendering Defendant TransUnion liable to Plaintiff for punitive damages pursuant to 15  
22 U.S.C. §1681n.

23       63. In the alternative, Defendant TransUnion was negligent, entitled Plaintiff to  
24 recover damages under 15 U.S.C. §1681o.

25       64. Plaintiff is entitled to recover costs and attorneys' fees from Defendant  
26 TransUnion, pursuant to 15 U.S.C. §1681n and/or §1681o.

## COUNT IV – TRANSUNION

1                   **FAIR CREDIT REPORTING ACT VIOLATION – 15 U.S.C. §1681i**

2         65. Plaintiff re-alleges and reaffirms the above paragraphs 1-43 as though fully  
3 set forth herein.

4         66. After receiving the TransUnion Dispute, TransUnion failed to correct the  
5 false information regarding the Account reporting on Plaintiff's TransUnion consumer  
6 report.

7         67. Defendant TransUnion violated 15 U.S.C. §1681i by failing to delete  
8 inaccurate information in Plaintiff's credit files after receiving actual notice of such  
9 inaccuracies, by failing to conduct lawful reinvestigations, and by failing to maintain  
10 reasonable procedures with which to filter and verify disputed information in Plaintiff's  
11 credit files.

12         68. As a result of this conduct, action and inaction of Defendant TransUnion,  
13 Plaintiff suffered damage, and continues to suffer, actual damages, including economic  
14 loss, damage to reputation, emotional distress and interference with Plaintiff's normal  
15 and usual activities for which Plaintiff seeks damages in an amount to be determined by  
16 the trier of fact.

17         69. Defendant TransUnion's conduct, action, and inaction were willful,  
18 rendering Defendant liable to Plaintiff for punitive damages pursuant to 15 U.S.C.  
19 §1681n.

20         70. In the alternative, Defendant TransUnion was negligent, entitling Plaintiff  
21 to recover damages under 15 U.S.C. §1681o.

22         71. Plaintiff is entitled to recover costs and attorneys' fees from Defendant  
23 TransUnion pursuant to 15 U.S.C. §1681n and/or §1681o.

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25                   **COUNT V – CITIBANK**

26                   **Fair Credit Reporting Act Violation – 15 U.S.C. §1681s-2(b)**

27         72. Plaintiff re-alleges and reaffirms the above paragraphs 1-43 as though fully  
28 set forth herein.

1       73. After receiving the Dispute Letters, Citibank failed to correct the false  
2 information regarding the Account reporting on Plaintiff's consumer report.

3       74. Defendant violated 15 U.S.C. §1681s-2(b) by failing to fully and properly  
4 investigate Plaintiff's disputes of Defendant Citibank's representations; by failing to  
5 review all relevant information regarding Plaintiff's disputes; by failing to accurately  
6 respond to credit reporting agencies; by verifying false information; and by failing to  
7 permanently and lawfully correct its own internal records to prevent the re-reporting of  
8 Defendant Citibank's representations to consumer credit reporting agencies, among  
9 other unlawful conduct.

10       75. As a result of this conduct, action, and inaction of Defendant Citibank,  
11 Plaintiff suffered damages, and continues to suffer, actual damages, including economic  
12 loss, damage to reputation, emotional distress, and interference with Plaintiff's normal  
13 and usual activities for which Plaintiff seeks damages in an amount to be determined by  
14 the trier of fact.

15        76.      Defendant Citibank's conduct, action, and inaction were willful, rendering  
16      Defendant liable to Plaintiff for punitive damages pursuant to 15 U.S.C. §1681n.

17       77. In the alternative, Defendant Citibank was negligent, entitling Plaintiff to  
18 recover damages under 15 U.S.C. §1681o.

19       78. Plaintiff is entitled to recover costs and attorneys' fees from Defendant  
20 Citibank pursuant to 15 U.S.C. §1681n and/or 15 U.S.C. §1681o.

## PRAYER FOR RELIEF

23       **WHEREFORE**, Plaintiff seeks a reasonable and fair judgment against Defendants  
24 for willful noncompliance of the Fair Credit Reporting Act and seeks statutory remedies  
25 as defined by 15 U.S.C. § 1681 and demands:

- 26 A. Jury trial;  
27 B. Actual damages to be proven at trial, or statutory damages pursuant to 15 U.S.C.  
28 § 1681n(a)(1)(A), of not less than \$100 and not more than \$1,000 per violation;

- 1 C. Punitive damages, pursuant 15 U.S.C. § 1681n(a)(2), for Defendant's willful  
2 violation;
- 3 D. The costs of instituting this action together with reasonable attorney's fees  
4 incurred by Plaintiff pursuant to 15 U.S.C. § 1681n(a)(3); and
- 5 E. Any further legal and equitable relief as the court may deem just and proper in  
6 the circumstances.

7  
8 Respectfully submitted November 8, 2023.

9  
10 /s/ Esther Oise

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